

# ACCOMMODATION CONTRACT

**Palacký University, Křížkovského 8, 771 47 Olomouc, Czech Republic, Organisation No.: 61989592, Tax ID No.: CZ61989592**

- in the accommodation, vandalism, physical cruelty and/or gross indecency in or on the Lessor's premises and grounds.
- 3. The Lessor is entitled to terminate the Contract with force on the 10th day of the calendar month after delivery of the Contract termination notice in cases in accordance with letters d) and e) of the previous paragraph, and on the 30th calendar day after the delivery of this Contract termination notice in cases in accordance with a), b) and c) of the previous paragraph. At this time the Student is obliged to meet all commitments to the Lessor. If this is not the case, the Student may face expulsion from the university and indemnity for damages which the Lessor will suffer in consequence of this act.
- 4. Termination of the Contract notice shall be carried out in written form and has to be demonstrably delivered to the Student. The termination of the Contract notice has to contain a statement of the reasons, including reference to the appropriate clause of standards or arrangements of the Contract which the Student infringed. If it is not possible, because of any reason, to ensure registered delivery to the last known address, substitute registered delivery is valid in accordance with Article 25, paragraphs 2 and 4 of internal standard No. A-1/2006, the Palacký University Statute.
- 5. The Student can terminate the Accommodation Contract only by letter. The notice period takes one month and starts on the first day of the month following delivery of the termination notice to the appropriate head of the dormitory.
- 6. The Contract becomes invalid before the day of termination in accordance with Stipulation 1 of this Contract, if it is not possible ensure the performance from the side of the Lessor because of the state of disrepair on the basis of a decision by the building authority or regional hygiene administration on the date of this decision becoming effective. Such a decision confirms the objective inability of execution of the Contract.

### Stipulation 8

The Contract is delivered in written form to the parties at the Contract addresses mentioned in the preamble of this Contract. Important notices, esp. acts in accordance with Stipulation 7 of the Contract, shall be sent by registered mail. Delivery of registered mail to students is governed by Article 25, paragraphs 2 and 4 of internal norm of the Palacký University Statute.

### Stipulation 9

- 1. The relevant provisions of Act No. 89/2012 Czech Law Coll., of the Civil Code, as subsequently amended, apply for the purpose of legal regulations not explicitly regulated by this Contract.
- 2. The Contract is made in duplicate; each valid as an original one; the Lessor receives 1 copy, and the Student receives 1 copy.
- 3. It is possible to make changes to this Contract only in written form; with the amendments bearing the date, and ascending numerals.
- 4. This Contract becomes effective on the date it is signed by both parties.
- 5. The parties to the Contract declare that they have read the Contract properly, have understood its content and in testimony thereof affix their signatures.

in Olomouc, date: \_\_\_\_\_ in Olomouc, date: \_\_\_\_\_

The Lessor (first name, surname and position \_\_\_\_\_ student (signature)  
of the representative, seal and signature)

Termination of the Contract, date: \_\_\_\_\_ student (signature)  
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I confirm that I have taken receipt of \_\_\_\_\_ item(s), of key(s) \_\_\_\_\_  
(specification of the type of key), pursuant to Article 2, paragraph 3 of this Contract.

in Olomouc, date \_\_\_\_\_ Signature \_\_\_\_\_

hereinafter, the "Lessor", represented by the Director of Accommodation and Dining Administration at Palacký University (SKM UP) and

First name, Surname: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Faculty: \_\_\_\_\_ Year-Class: \_\_\_\_\_

Domicile: \_\_\_\_\_

Bank, bank account number: \_\_\_\_\_ Bank code: \_\_\_\_\_

E-mail address:<sup>1</sup> \_\_\_\_\_

Form of study:<sup>2</sup> full-time, combined, distance, other

hereinafter, the "Student"

**conclude, pursuant to the provisions of Sections 2326 to 2331 of Act No. 89/2012 Law Coll., of the Czech Civil Code, as subsequently amended, this Accommodation Contract (hereinafter, the "Contract"):**

### Stipulation 1

On the basis of conditions specified in the Student Accommodation Rules of Palacký University, hereinafter, the "Student Accommodation Rules", the Lessor provides the Student accommodation

in room no.: \_\_\_\_\_ student dormitory (address, dormitory block) \_\_\_\_\_

hereinafter, the "Premises".

Accommodation shall be provided for a fixed period, i.e. from \_\_\_\_\_ until \_\_\_\_\_

### Stipulation 2

- 1. The regime of accommodation conforms to PU Student Accommodation Rules, PU Student Accommodation House Rules, Methodical Regulation by the PU Bursar B3-06/6 concerning accommodation in the facilities of the PU Accommodation and Dining Administration, Methodical Regulation by the Bursar of PU for collection of fees for accommodation, as issued for the relevant academic year and Rules for Usage of Computer Networks and Software Equipment. The Student declares that on the date of signing this agreement s/he is familiar with PU internal rules and norms quoted above, agrees with the conditions mentioned in them and the conditions given in this Contract. The Student has the rights and duties stated in the above-mentioned rules and consequent to this Contract, and the Student is aware of the consequences of their infringement.
- 2. The Student further declares that on the date of signing this Contract s/he is familiar with PU internal rules and norms related to fire prevention and safety, as well as the relevant provisions of Act No. 133/1985 Czech Law Coll., on fire prevention and safety, and as amended by later regulations.

<sup>1</sup> not compulsory data

<sup>2</sup> delete as appropriate

3. As of the date of moving in, the Student is entitled to take receipt of the key to the room, or the keys to the room and unit, the key to the writing desk and key to the entrance of the PU accommodation facility, in which s/he is accommodated, according to the regime specified by this PU dormitory. The student is aware that if s/he loses or fails to return any keys after ending his/her accommodation, s/he is required to pay compensation in the value of CZK 150 for the key to the room, CZK 150 for the key to the accommodation unit (if one was issued), CZK 150 for the key to the entrance of the PU dormitory in which s/he is accommodated (if one was issued) and compensation of CZK 50 for the key to the writing desk (if one was issued).

#### **Stipulation 3**

1. The Lessor is obliged to hand the Premises over to the Student in a state suitable for proper usage and the student is obliged to maintain the Premises in this state for the time this Contract is valid.
2. The Student has the right to use the Premises, and public areas of the PU dormitory (hereinafter, the "Dormitory") and services, which are provided in connection with the usage of the Premises. The Student is not authorised to any material alteration of the Lessor's Premises.
3. The Student has the right to use the room and unit equipment as presented in the inventory list of the Premises. If damaged or missing equipment is discovered at the beginning of the accommodation period, then the Student writes a declaration about damage, which is handed in to the Lessor. The damage should be rectified as soon as possible. If such a declaration is not made at the beginning of the accommodation period, then the damage is put down to those living in the dormitory at the time of discovery of the damage. The accommodated persons are obliged to pay for the damage together and equally.
4. After termination of accommodation, the Student is obliged to hand over to the Lessor the Premises in the state in which the Premises were taken over, without defects or damage, and in the initial dispositional layout.
5. The Lessor is entitled to enter the Premises without the Student's consent only in cases of life or health hazards to people, or danger of arising considerable damage to the Lessor's property. The Lessor is entitled to enter the Premises without the presence of the Student for the purpose of announced check-ups on the status of the Premises' cleanliness and tidiness. The Lessor is obliged to announce the check-up of the Premises at least 14 days in advance by placing this information on the notice board at the dormitory in question. In the case of significant breakage of the rules for cleanliness at the Dormitory, the Lessor has the right to make redress on the Student's account.

#### **Stipulation 4**

The Student agrees:

1. to suspension of accommodation due to extraordinary circumstances, maximum 10 days, during which time the Lessor is not entitled to payment for accommodation;
2. to a change of place of accommodation during the academic year due to serious operational reasons, respectively exchange of the room, or Dormitory, maximum 10 days;
3. to publication of his/her name, dormitory and room, where s/he is accommodated, in the list of housed persons, which is at disposal for examination at each Dormitory, in accordance with the law No. 101/2000 Czech Law Coll., on personal data protection and on amendments to associated laws and later directives;
4. in the case of year-long accommodation, to a change of place of accommodation during the summer holidays due to operational reasons; respectively to an exchange of the room or Dormitory;
5. to a change of place of accommodation due to the Lessor's serious economic circumstances, namely vacancy in accommodation capacity, namely at maximum once during the period in which this Contract is concluded. Change of the place of accommodation is generally made by the Lessor during the period from concluding this contract to the takeover of the accommodation by the Student. The Lessor will provide accommodation in the same facility and standard to housed persons. If the Lessor cannot, due to capacity reasons, provide accommodation in the same facility, the Lessor shall provide accommodation in different facilities in the same standard. In the case of standard changes, the Student has the right to withdraw from the Contract. In this case, the regulations of Stipulation 7 of this Contract are not applied.

#### **Stipulation 5**

The Student is obliged:

1. not to let the Premises to any other person and move into the Premises (room) stated in this Contract;
2. to facilitate entry into the Premises in accordance with the Student Accommodation Rules of Palacký University and in the time of regular PU property stock-taking;
3. in the case of bringing an unapproved electrical appliance into the Premises or the usage of such an unapproved appliance to pay the penalty of CZK 500;
4. to pay for damages to SKM UP property;
5. to pay the handling fee for rehousing the student at his/her own request in accordance with the effective SKM UP price list;

6. to pay the handling fee for unlocking the room by the receptionist of the appropriate Dormitory in accordance with the effective SKM UP price list;
7. to pay a deposit of CZK 1500 pursuant to Article 5 of PU Student Accommodation Rules for covering damages to the building and the dormitory facilities, demonstrably caused by the Student, upon signature of this Contract at the latest;
8. to pay the Contract penalty in the amount of CZK 500 for smoking prohibition infringement inside the SKM UP Premises;
9. to interrupt his/her accommodation at the dormitory in the case of a serious outbreak of infection.

#### **Stipulation 6**

1. The price of accommodation, hereinafter, the "Accommodation Fee" is determined by the place and standard of accommodation in accordance with effective fees for student accommodation according to the price list, which is at disposal on the SKM UP web pages. The price list can be modified for the whole academic year, at the latest on 31 March. During the period of this Contract the price can be modified only due to VAT rate changes.
2. The student is obliged to pay the Accommodation Fee for the whole period in which accommodation agreed to in this Contract is for, including the time(s), when s/he is not physically present in the place of accommodation, if accommodation was not terminated by his/her withdrawal from the Contract or termination of the Contract in accordance with Stipulation 7 of this Contract. This arrangement relates to the case of interruption of accommodation mentioned in Stipulation 4, paragraph 1 of this Contract.
3. Payment for the Accommodation Fee proceeds during the entire academic year:
  - a) Non-cash, in principle in the form of collecting payment from the bank account on the basis of bank confirmation of collecting permission, on an open order of bank transfer. The whole personal identification number of the Student serves as the variable symbol (without backslash). In the case of error in the personal identification number, the payer bears all resulting consequences and additional fees.
  - b) in cash only in justified cases, namely upon taking over the room for the first time with the head of the Dormitory at a defined time. In other cases, accommodation cash payments bear a handling fee of CZK 50 for each cash payment.
  - c) by means of a cash card, respectively in exceptional cases and at places where it is allowed by the technical equipment of the Lessor. Payments by cash cards bear a handling fee of CZK 50 for each payment operation carried out at the Lessor's terminals.
4. The Accommodation Fee is due by the 1st working day of the month for which the Accommodation Fee is paid. The payment date for the month in which the Student first takes over the room is that same day.
5. For each delayed payment the Student is obliged to pay the Contract penalty of CZK 300 in addition to the indebted Accommodation Fee for each started month of delay. The Lessor can make public the debtor's name, dormitory and room number by placing this information on the notice board located at the entrance of the appropriate dormitory. The Student agrees with this procedure in accordance with the Act No. 101/2000 Czech Law Coll., on personal data protection and on changes to this and associated laws, as amended by later regulations.
6. Two consecutive unpaid payments of the Accommodation Fee shall be considered a gross violation of PU Student Accommodation Rules and this Contract itself, and will be reason for termination of this Contract from the side of the Lessor.

#### **Stipulation 7**

1. The accommodation is terminated upon expiration of the period mentioned in Stipulation 1 of this Contract; by written agreement of both parties; termination of the agreement from the side of the Lessor or the Student according to the terms set forth in this Contract; or termination from the side of the Student in accordance with Article 9, paragraph 1, letter c) of PU Student Accommodation Rules. Accommodation is also terminated if the Student fails to move into the allocated place of accommodation, even though s/he made a reservation in the electronic reservation system and has not concluded a Contract for Accommodation in compliance with Article 5, paragraphs 2 and 3 of the PU Student Accommodation Rules.
2. The Lessor can terminate this Accommodation Contract if the Student:
  - a) enabled accommodation to unannounced persons in the Premises;
  - b) did not meet the obligations mentioned in Stipulation 5 of this Contract;
  - c) abandoned study in accordance with PU Study and Examination Rules, interrupted study, was expelled, changed schools or did not enrol for study in the calendar year in which s/he concluded the Contract;
  - d) did not pay two consecutive payments of the Accommodation Fee by the stated date;
  - e) despite written warning, flagrantly violates the propriety or his/her obligations arising from PU Student Accommodation Rules and this Contract, including fire, safety and hygiene rules, especially if the Student is intoxicated by alcohol, drugs and/or psychotropic substances. The parties to the Contract agree that flagrant violation of the Student's obligations include restricting the rights of other people